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POL / 6891

AGREEMENT

Between

The City of Oswego

and

Lake City Police Club

JANUARY 1, 2003 – DECEMBER 31, 2006

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ARTICLE 1

RECOGNITION AND UNCHALLENGED REPRESENTATION

1.1 Recognition

The City of Oswego, pursuant to the certification of the New York State Public Employment Relations Board, recognized the Lake City Police Club as the exclusive representative for collective negotiations with respect to salaries, wages, hours, and other terms and conditions of employment of employees serving positions in the Department of Police in the City of Oswego, New York.

1.2 Unchallenged Representation

The City of Oswego and the Lake City Police Club agree, pursuant to Section 208 of the Civil Service Law, that the Lake City Police Club shall have unchallenged representation status for the maximum period permitted by law.

ARTICLE 2

DEFINITIONS

2.1 For the purpose of this Agreement, the following terms shall be defined as provided by this Article.

- A. "City" shall mean City of Oswego.
- B. "Employee" shall mean a person serving in a position in the Department of Police as police officers, excluding the Chief of Police and the Captains.
- C. "LCPC" shall mean the Oswego Lake City Police Club.
- "Department" shall mean the Department of Police in the City of Oswego.

ARTICLE 3

BENEFITS PRESERVED

3.1 With respect to matters not covered by this Agreement, the City will not seek to diminish or impair during the terms of this Agreement any benefit, privilege, or past practice. The City recognizes that there may be past practices not explicitly covered by the language of this Agreement. With respect to such past practices, the City will not diminish or impair such practice.

ARTICLE 4

GRIEVANCE PROCEDURE AND ARBITRATION

4.1 Definition

A grievance shall be defined as "a dispute concerning the interpretation, application or claimed violation of a specific term or provision of the collective bargaining agreement, or rule or regulation of the department that constitutes a term and/or condition of employment.

In the event that any difference or dispute should arise between the City and the Police Club, or its members employed by the City, over the application and interpretation of the terms of this Agreement, an earnest effort shall be made to settle such difference immediately and in the following manner, provided the grievance is written out and filed within fifteen (15) calendar days of its occurrence or employee knowledge thereof:

- a. Between the aggrieved employee, with or without his representative and the Chief of Police and/or City representatives. If no satisfactory agreement is reached within five (5) days, then:
- b. Between the Personnel Director, and/or City representatives in conference with

representatives of the Police Club and the aggrieved party. Should no acceptable agreement be reached within five (5) days then:

- c. Between the Mayor of the City and City representatives, and aggrieved employee, and the representatives of the Police Club. Should no acceptable agreement be reached within an additional seven (7) days, then:
- d. The matter may be referred to arbitration by the City or the Police Club only.

Either party may within ten (10) days after Step (c) request the Public Employment Relations Board to submit a list of arbitrators from which the parties may select an arbitrator. The arbitrator shall be limited to the issues presented and shall have no power to add to, subtract from or modify any of the terms of this agreement, or to establish or change any wage rate. The decision of the arbitrator shall be final and binding. Any fees or administrative charges for the arbitrator shall be borne equally by the parties. Witness fees, and other expenses shall be borne by the parties respectively.

“Day” shall mean Monday through Friday excluding holidays. Unless extended by mutual agreement in writing, the failure to observe the time limits herein shall constitute an abandonment of the grievance and settlement on the basis of the last answer.

ARTICLE 5

DISCIPLINE AND DISCHARGE

5. A. An employee covered by this Agreement who has successfully completed his/her probationary period shall utilize the following procedure for disciplinary or discharge matters in lieu and in place of procedures specified in Sections 75, 76 and 77 of the Civil Service Law.

- B. Disciplinary action shall include, but is not limited to, written reprimands, suspension,

demotion, discharge, fines or any combination thereof or other such penalty as may be proposed by the employer. A notice of such discipline shall be made in writing and served upon the employee with a copy to the Association President or other official designee. The specific acts for which discipline is being proposed and the penalty being proposed shall be specified in the notice. An employee must be served with a Notice of Discipline, either personally, or, if the employee is on leave of absence, then by certified mail, return receipt requested to the employee's last known residential address.

C. Pending the outcome of the discipline, an employee may be suspended for thirty (30) calendar days without pay. In the event the City intends to suspend an employee without pay pending resolution of the charge, a pre-suspension "notice and opportunity to be heard" will be held to comply with existing case law, which "hearing" will involve the City, the affected employee, and representative of the Association President and the PBA attorney if the employee so elects.

D. (a) If parties disagree with the proposed disciplinary action, the Association must submit a Demand for Arbitration to the Chief of Police, within eight working days of receipt of the Association's copy of the Notice of Discipline.

(b) Failure to submit written opposition (in the form of a Demand for Arbitration) within eight (8) working days of receipt of the Notice of Discipline will constitute acceptance of the proposed penalty by the employee and the matter will be settled in its entirety.

(c) Within eight (8) working days of the Chief's receipt of the aforesaid Demand for Arbitration, the parties shall meet or otherwise confer to discuss the selection of a mutually agreed upon arbitrator. In the event the parties are unable to agree, the Association may submit a

Demand for Arbitration to the American Arbitration Association. In any event, the arbitration rules of AAA shall apply.

(d) Subject to a mutual written agreement between the employee and/or the Association and the City, the time limits herein above specified may be extended.

(e) The fees and expense of the arbitrator shall be divided equally between the City and the employee or Association, or between the city and the employee if the Association is not going to be representing the employee at the arbitration. In that event, the Association will prepare a writing indicating it will be permitting the employee to stand in its place with respect to Arbitration.

E. (a) Proposed disciplines can be resolved, at any stage of the disciplinary process (including, prior to filing of the Notice of Discipline). To that end, should either the chief, the employee, his association representative and/or the PBA attorney desire to initiate settlement talks, the employee, his representatives and the PBA attorney shall have the equal right to be present during said discussion.

(b) In the event the employee chooses to **waive his right to representation**, the employee must sign a waiver (on a form that will be provided by the union), prior to the start of any settlement discussions.

(c) Regardless of the manner in which a proposed disciplinary matter is resolved, the resolution must be reduced to writing on notice to all parties, and shall be final and binding upon each party signing same.

F. No disciplinary action shall be commenced by the City more than eighteen (18) months after the occurrence of the alleged act(s) for which discipline is being considered; provided,

however, that such limitation shall not apply where the act(s) would, if proved in a court of competent jurisdiction, constitute a crime.

G. In any disciplinary matter, the City may utilize an employee's entire, official personnel file. In that event, the employee will be so notified and have the opportunity to review the file before the arbitration hearing.

ARTICLE 6

NO DISCRIMINATION

6.1 The City or LCPC shall not deliberately discriminate against an employee as a result of the proper exercise of his rights guaranteed by the Public Employees' Fair Employment Act. The City shall not discriminate against any member on account of his membership, or non-membership, or duties on behalf of the LCPC.

ARTICLE 7

EMPLOYEE AND EMPLOYEE ORGANIZATION LEAVE

7.1 Union Business

All duly elected representatives of LCPC may have a period of time free to pursue legitimate union business not to exceed eight (8) hours per month. However, the President and Treasurer may have a period of time free to pursue legitimate union business not to exceed twelve (12) hours per month.

7.2 Grievance Duty

All duly elected representatives who are elected for the purpose of adjusting grievances or

assisting in the administration of this Agreement shall be permitted a reasonable amount of time free from their regular duties to fulfill these obligations, which have as their purpose the maintenance of harmonious and cooperative relations between the employer and the employee and the uninterrupted operation of government.

7.3 Civil Service Examination

Each employee shall be granted the necessary time off with pay for the purpose of taking a departmental Civil Service examination. Such time off shall include the 11:00 p.m. to 7:00 a.m. shift prior to the scheduled exam day.

7.4 Police Conference

The City will allow four delegates, selected by the rules and regulations of the LCPC, to attend the New York State Police Conference held each year at alternate locations. Four days will be allowed each said delegate without loss of pay plus the cost of attendance by and for each member.

7.5 Negotiations

During actual negotiating sessions between the City of Oswego and the LCPC for renewal, changes of a new collective bargaining agreement, the negotiators of LCPC shall be assigned to the day shift and shall be excused from their duties in the Department, provided such periods of negotiation are reasonable and necessary and provided the number of negotiators shall not exceed six (6).

7.6 Unauthorized Leave

Any absence of an employee from duty, including any absence for a single day or part of a day, except as provided by the terms of this Agreement, that is not authorized by a specific grant for

said leave of absence under these provisions shall be deemed to be absent without leave. Any such absence may subject the offender to disciplinary action. Any employee who absents himself for five (5) consecutive working days without leave shall be deemed to have resigned, unless such absence is held justifiable by the employer, subject to the grievance procedure.

7.7 Union Representatives

The LCPC shall provide to the City a list of Union officers and representatives on October 15 of each year of the contract and as changes occur. An individual whose name does not appear on the list, shall not be entitled to Union leave.

ARTICLE 8

BULLETIN BOARDS

8.1 The LCPC shall have the right to post notices and communications on the bulletin boards maintained on the premises and facilities of the employer, subject to the approval of the contents of such notices and communications by the Mayor, his designee, or such other authorized official.

ARTICLE 9

STRIKES AND OTHER JOB ACTIONS

9.1 It is recognized that the need for continued and uninterrupted operation of City Departments and agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operations.

Adequate procedures having been provided for the equitable settlement of grievances arising out of this agreement, the parties hereto agree that there will not be, and that the LCPC, its officers, members, agents or principals will not engage in, encourage, sanction, or suggest strikes, slowdowns,

walk-outs, mass resignations, mass absenteeism, or other similar action which would involve suspension of or interference with normal work performance.

The City shall have the right to discipline any employees encouraging, suggesting, forming or participating in a strike, slowdown, or other such interference.

Professional days, job actions or other forms of harassment shall be considered as interference subject to the above sanction.

ARTICLE 10

DUES DEDUCTION

10.1 Dues Deduction

Upon receipt of proper written authorization, the City shall deduct association dues, on a pro-rata basis and shall remit the monies collected to the Police Club not later than the 15th of each month. The Police Club agrees to indemnify and hold harmless the City from any cause of action, claims, loss or damages incurred as the result of this clause.

All deductions under this Article shall be subject to revocation under Section 93-B of the General Municipal Law, as amended, by the employees who executed such assignments, upon giving written notice to that effect. Such notice shall be given to the Police Club and the City Chamberlain. The City Chamberlain shall thereafter cease withholding any monies whatever under such check off authorization.

Assignees shall have no right or interest whatsoever in any money authorizedly withheld until such money is actually paid over to them. The City or any of its officers and employees shall not be liable for any delay in carrying out such deduction and upon forwarding a check in payment of such

deduction by mail to the assignees' last known address, the City and its officers and employees shall be released from all liability to the employee, assignors, and to the assignees under such assignments.

10.2 Completion of Probationary Period

All employees who have completed their probationary period, shall as a condition of employment either become a dues paying member of the LCPC union or pay an agency shop fee equivalent to the uniform monthly dues and fees required of LCPC union members.

The LCPC hereby agrees to indemnify the City and hold harmless the City regarding any claims and suits pertaining to agency shop deductions. This includes legal fees and other expenses and costs incurred in defending such claims and suits in any form, and any judgments or awards resulting therefrom.

ARTICLE 11

WORKING CONDITIONS

11.1 Changes in Working Conditions

Effective on December 11, 1995, the employer shall notify LCPC at least seven (7) days in advance of any change in working conditions or methods not specifically provided for by this Agreement. The notice requirement shall not apply where such change is required because of an emergency or major disaster over which the employer has no control. This Section shall not supercede Article 3 entitled "Benefits Preserved" such that mandatory subjects of bargaining cannot be unilaterally modified without negotiation.

11.2 Work Week

The present Rules and Regulations of the Department, the Ordinances of the City, and the

applicable statutes of the State of New York as they now exist govern the number of hours per week which an employee shall be required to work.

11.3 Facilities

The City agrees to provide the LCPC a meeting/storage room at the Naval Militia Building.

11.4 Inspections

One (1) inspection and photo on the steps of City Hall in the City of Oswego, by the Mayor during the term of this Agreement.

11.5 Air Conditioning

Air conditioning shall be provided in patrol vehicles purchased after 01/01/84.

ARTICLE 12

PROMOTIONAL EXAMINATIONS

12.1 Where there are three (3) or less candidates qualified to take a promotional examination, the appointing officer shall request the Civil Service Commission to open the examination to two grades below the opening grade as to insure at least three (3) candidates are eligible to take the said examination.

ARTICLE 13

PERSONNEL FILE

13.1 Each employee shall be allowed to check his/her personnel file semi-annually at a time mutually agreeable to the Police Chief or his designee and the requesting employee.

ARTICLE 14

COPIES OF THE LAW

14.1 The City will provide the pertinent texts necessary to the Department's efficient execution of its assigned duties.

ARTICLE 15

EMPLOYER-EMPLOYEE MEETINGS

15.1 Negotiating Committee

The City will hold a quarterly conference with the Mayor, Chief, and the negotiating committee of LCPC regarding problems and policy of mutual concern.

One week prior to the conference, there shall be a mutual exchange of agenda. Matters which were not included in the agenda, may only be raised at the conference if agreed by both parties.

15.2 Uniform and Equipment Committee

A Uniform and Equipment Committee will continue to review, from time to time, schedules on required uniforms and equipment and problems relating thereto and to make recommendations regarding the same to the Mayor and the Chief of Police. The said committee shall be a standing committee of three (3) employees designated by LCPC and an equal number of members designated by the Chief of Police or Mayor. Meetings may be called at the request of either party.

15.3 Rules and Regulations Committee

At least three (3) days in advance of a scheduled meeting of the Rules and Regulations Committee, two (2) member of the LCPC shall be invited to attend. In addition, the Chief shall

receive three (3) days notice of such meeting and the names of the union delegates who will attend.

ARTICLE 16

TRAVEL ALLOWANCE

16.1 The City will reimburse employees who must use their vehicles for travel away from the City on City business (schools, training, etc.) at the Internal Revenue Service allowance, which shall in no event be less than 24 cents per mile. Any increases in the IRS rate, shall be effective on January 1 for the following year (prospectively).

ARTICLE 17

MEAL ALLOWANCE

17.1 Duty Within City

If an employee is on duty during a meal period and cannot get home, the City will endeavor to provide such employee with a hot meal, the cost of such hot meal not to exceed six dollars (\$6.00). "On duty" for purposes of this paragraph shall mean those hours worked during a shift holdover of at least three hours and/or emergency as declared by the Mayor and/or Chief of Police. The City will also pay an employee for his lunch period, if for any reason the employee, because of his duties, shall be unable to leave for lunch.

17.2 Duty Outside City

With the prior approval of the Police Chief, reimbursement for meals shall be allowed for an employee on official business, attending authorized conferences, meetings or schools, outside the

city limits.

17.3 Meal Allowance

Reimbursement shall be allowed for meals. Reimbursement for meals shall not exceed a cumulative total of thirty-five dollars (\$ \$35.00) a day for a full day's allowance.

Partial per day expenses will be reimbursed as follows:

- | | | |
|-----|-----------|---------|
| (a) | Breakfast | \$5.00 |
| (b) | Lunch | \$10.00 |
| (c) | Dinner | \$20.00 |

In order to receive the above-referenced meal allowance, police officers must be traveling out of town as follows: breakfast - 7:00 a.m. to 9:00 a.m.; lunch - 11:00 a.m. to 1:00 p.m.; dinner - 5:00 p.m. to 7:00 p.m.

Police officers who work four (4) continuous hours out of the City of Oswego between the hours of 11:00 p.m. and 7:00 a.m. (or midnight and 8:00 a.m.) shall be entitled to receive a lunch meal allowance.

If a police officer is out of town between the appropriate time frame, but returns to the City within said time frame, that police officer shall not be permitted to punch out for lunch in Oswego, if the officer has requested reimbursement for meal allowance as provided above.

In those situations where meals are included in the conference/seminar/school, meeting cost, and these costs are in excess of the established reimbursement rate, the higher rate shall be approved upon authorization of the Police Chief.

17.4 Petty Cash Fund

The City shall establish a petty cash fund for use by an employee who is required for purposes of Section 16.1 or Section 17.2 to serve duty outside the City.

ARTICLE 18

UNIFORMS AND EQUIPMENT

18.1 Clothing Allowance

Each employee shall receive in the second week in January each year a clothing allowance for the maintenance of his or her uniform as follows:

January 1, 1992	\$550.00
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January 1, 2002	\$650.00
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If an employee leaves the service of the City, any amount spent by him for clothing within fifteen (15) days of the termination date shall be reimbursed by him to the City.

18.2 Repair and Replacement

If in the judgment of the Chief of Police and the Mayor or his designee, an employee's uniform and equipment is damaged or destroyed in the line of duty during his assigned tour, the City shall repair or replace the uniform and equipment.

ARTICLE 19

PHYSICAL EXAMINATION

19.1 Each employee must have an annual physical examination from a licensed physician of their

choice with the cost to be borne by the City. A copy of the physician's report shall be sent to the Chief of Police and shall be made a part of the personnel file of each employee.

ARTICLE 20

EDUCATIONAL COURSES

20.1 Police Science Courses

A police officer who attends an optional job-related course at an accredited college, with prior approval of the Chief of Police, will, upon successful completion and presentation of evidence of such successful completion, be reimbursed by the City for the cost of tuition up to a maximum of \$400.00 per course, plus books, provided that the books are returned to the City, for a maximum of two (2) courses per year.

In order to successfully complete a course, a graduate student must attain a grade B or above, and an undergraduate student must attain a grade C or above.

The Chief's prior approval shall only pertain to the job-relatedness of the course.

20.2 Completion of Courses

Upon completion of the courses, the textbooks purchased by the City shall be given to the Police Department and retained for general use of the department personnel on appropriate shelves in police headquarters.

20.3 Educational Leave of Absence

An educational leave of absence without pay, not to exceed one year, may be granted to a

permanent full-time employee to complete education studies in a job-related field. An employee must have completed a minimum of two full years of service with the City prior to becoming eligible for an educational leave. Approval by the employer is required to receive educational leave. The employee, if granted such leave, shall be obligated to continue service with the City a minimum of one full year.

ARTICLE 21

PERSONAL LEAVE DAYS

21.1 Each employee will receive up to three (3) days personal leave to take care of family affairs with notice submitted to the Chief of Police or his designee at least forty-eight (48) hours in advance. Said notice must be in writing and state the specific reason why this leave is requested. Said leave will not be charged against said members' vacation or sick leave time; however, unused personal leave may be converted to sick leave at the end of each year..

ARTICLE 22

SICK LEAVE AND BEREAVEMENT LEAVE

22.1 Sick Leave

Absence from duty by an employee by reason of sickness or disability of himself, or disability of a member of his immediate family shall be allowed without loss of compensation. For purposes of this section "immediate family" shall be defined to include the employee's spouse, child, mother, father, sister, brother, mother-in-law, father-in-law only.

22.2 Bereavement Leave

In the event of the death of the employee's spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, step-children, step-parents, step-brother or step-sister, an employee shall be entitled to a maximum of 4 days of bereavement leave.

22.3 Rate of Accumulation

A. Sick leave shall be granted by the Chief of Police or the Appointing Authority, and an employee shall be entitled to absence from duty so granted for a period not to exceed one (1) day per month. Such one day per month sick leave shall be allowed to accumulate to any total; however, if an employee has accumulated in excess of 165 days, he will only be paid for a total accumulation of 165 days upon his death or retirement. In the event that the accumulated leave is not used until the 165 days total is reached, then this shall remain to the employee's credit until some part of same is used, but shall not be increased beyond the 165 days for the purpose of retirement.

B. The practice of "burning sick leave" without medical documentation prior to retirement will be discontinued (*see* PERB Case No.: A97-122, decided February 8, 1998). This language does not in any way negate the parameters of Article 22.8.

C. Sick Leave Sell Back: Effective January 1, 2007, an employee may sell back to the City up to twelve (12) days of accumulated sick leave in excess of the 165 days annually. The employee must notify the City regarding the number of sell back days by October 31st of each year. The determination as to whether an employee has in excess of 165 days will be made at the time the employee notifies the City of his/her desire to sell back sick days. Payout of the sick leave sell back

will be made by the second pay day of December of each year.

22.4 Unused Sick Leave

Any sick leave not used by the employee shall, upon his death, be paid to his estate, at the pay scale at the time of his death. Upon retirement accumulated sick leave will be paid at the employee's regular rate in a lump sum in his retirement year, except as specified in Section 29.2.

22.5 Additional Sick Leave

Where an employee because of unusual sickness or disability is required to remain away from his employment beyond the sick leave allowance, the Chief of Police or Appointing Authority may petition the Common Council for additional sick leave with pay.

22.6 Disability

Where an employee receives compensation under the Workers' Compensation Law, because of disability, he shall elect in writing to the Chief of Police whether he prefers to have sick leave pay, or receive compensation.

22.7 Accumulation Upon Initial Appointment

New Employees will have 12 days advanced to him/her at time of appointment. After one year on the job, they will accumulate sick leave credit as specified in Section 22.3 at one (1) day per month of service.

22.8 Verification of Sick Leave

A. The Chief of Police or designee may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for

disciplinary action.

B. In case of leave of absence due to exposure of contagious disease, a certification from the Department of Health shall be required.

C. The Chief of Police or designee may require an employee who has been absent because of personal illness, as a condition of his return to duty to be examined, at the expense of the agency, by a physician designated by the City. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

22.9 Notification

An employee on leave (Workers' Compensation, General Municipal Law Section 207-c, disability, etc.) who leaves the State, shall be required to notify the officer in charge that he/she is leaving the State. Approval shall not be necessary.

22.10 General Municipal Law Section 207-c

A. Appeal: Effective January 1, 1996, the parties shall amend existing Section 207-c procedure applicable to Oswego police, to provide that any appeal from an adverse determination shall be heard and decided by an impartial arbitrator, appointed from a panel of three (3) neutrals mutually agreed upon by the parties. In the event the parties cannot agree upon a "neutral", the matter shall be referred to PERB or AAA. In that event, the Rules of PERB or AAA shall apply. The arbitrator shall conduct an arbitration hearing, and shall issue a final and binding decision. The fees and expenses of the arbitrator shall be divided equally between the parties.

B. Continuation of Benefits: Effective January 1, 2007, the other provisions of this

Agreement relating to sick leave accruals (Article 22.3), holiday leave (article 27.1), vacation leave (Article 26.1) and personal leave (Article 21.1) and uniform allowance (Article 18) notwithstanding, employees on §207-c GML leave for more than six (6) calendar months shall not continue to accrue vacation leave, sick leave or personal leave and will receive any clothing allowance on a prorated basis. If clothing allowance has already been paid, the employee will be permitted to use that money toward clothing.

Employees on GML §207-c leave status shall retain all leave credits accrued up to and including the first six (6) calendar months in such status and upon return to work will again accrue leave time and credits prospectively and prorated uniform allowances reduced by any overpayments received at the inception of the 207-c leave. Persons who do not return to active duty may retain any overpayment.

ARTICLE 23

NEW YORK STATE RETIREMENT

23.1 Retirement Cost Paid In Full

The City will pay in full an employee's cost in the New York State Police and Firemen's Retirement System under the current and existing plans of which they are a member. The City agrees to add 384-D to the current plans available to employees in the unit.

23.2 Administrative Steps

The City will take the required and necessary administrative steps to participate in the following official retirement plan features as they may be available: (a) Credit of unused sick time

toward retirement time; (b) Retirement based on earnings of highest 12 consecutive months of employment; and (c) "Purchase" of military service time toward retirement.

ARTICLE 24

MEDICAL, HOSPITAL AND RELATED BENEFITS

24.1 Medical Insurance

The City agrees to provide health insurance coverage and health benefits through the Blue Cross Blue Shield Plan UB17X. The health benefits shall include a prescription drug card, optical insurance and a dental plan endorsement through Blue Medallion. Effective upon the execution of this January 1, 2003 through December 31, 2006 Agreement, the City shall continue to pay the full cost of the health insurance coverage and benefits, however, all employees will have the obligation to co-contribute 10.5% of the cost of the monthly health insurance premium for single, 2-person, or family coverage, as applicable.

All employees will be responsible to pay \$1.00 co-pay for generic drugs; \$15.00 co-pay for brand (formulary) drugs; and \$30.00 co-pay for non-formulary (non-preferred) drugs. In the event that no generic drug is available, the employee will only be responsible to pay the generic co-pay of \$1.00.

The parties agree that the City may change health insurance plans, including self-insurance, to an equivalent plan, upon thirty (30) days notice to the LCPC.

24.2 Medical Insurance Upon Retirement

Effective January 15, 1996, those employees who have fifteen (15) or more years of service

on January 15, 1996, and retire with less than twenty-five (25) years of service, and those employees who retire as a result of a line of duty injury or sickness, shall not be required to contribute to their health insurance upon retirement.

Employees who as of October 6, 2003, have more than twenty (20) years of service but less than twenty-five (25) years of service, shall have a one-year (1 yr) window within which to retire to have his/her spousal and dependent health insurance fully paid by the City with no contribution by the employee.

As of October 6, 2003, any employee who retires with twenty (20) years of service shall have his/her spousal and dependent health insurance fully paid by the City with no contribution by the employee.

Any employee who retires with twenty-one (21) but less than twenty-five (25) years of service shall contribute seventeen (17%) percent of the cost of Blue Cross/Blue Shield with Major Medical health insurance premiums.

Any employee who retires with at least twenty-five (25) years of service shall have his/her health insurance fully paid by the City, with no contribution by the employee.

24.3 Medical Insurance Reimbursement

The City of Oswego will reimburse an employee of the LCPC fifty (50%) percent of the family medical coverage premium provided the employee is able to provide proof that they have adequate Health and Accident Insurance coverage.

24.4 Letter of Intent (Health Care Program)

See Appendix F.

ARTICLE 25

DEATH BENEFIT

25.1 Service connected death benefits shall be provided with all the benefits, terms and conditions of article 10, Section 208-B and Section 208-C of the General Municipal Law as added by L.1958, C882 and amended by L.1964, C742.

ARTICLE 26

VACATION

26.1 Schedule

An employee shall be entitled to vacation leave with pay according to the following schedule:

Upon completion of 1st year of service	10 working days (2 weeks)
Upon completion of 2 years of service	15 working days (3 weeks)
Upon completion of 5 years of service	20 working days (4 weeks)
In the retirement year	30 working days only

26.2 Scheduling

A. The vacation period shall be the calendar year, from the first day of January to the 31st day of December. Bargaining unit employees shall continue to have the right to select vacations during the entire 52 weeks of the year in accordance with the past practice and in accordance with the Lake City Police Club contract. If the Chief of Police determines there is insufficient bargaining unit

employees to perform work, it is acknowledged that the Chief of Police has the right to cancel vacations pursuant to this section.

B. The Chief of Police shall schedule vacations, giving preference to employee choice according to seniority, where practicable and where consistent with continued efficient operations.

C. Vacation time must be used in the year that it is earned, and at the rate of the job at which vacation accrued.

26.3 Accumulated Vacation Upon Retirement

An employee who is entitled to vacation leave at the time of retirement, shall have the choice of taking the time off or receiving a lump sum payment for said accumulated vacation time, except as otherwise provided in Section 29.2. If an employee elects to receive a lump sum payment, and if found legal to do so, that lump sum payment shall be credited to the final average salary of the employee and shall be paid to the employee within two weeks from the date of retirement.

26.4 Court Appearance During Vacation

If an employee on vacation is required by law to appear in court or at hearings, he shall receive compensatory time for any vacation day lost.

ARTICLE 27

LEGAL HOLIDAYS

27.1 Holiday Benefits

Employees will be entitled to holiday benefits applicable to state, federal and local laws, governing police department holidays.

27.2 Scheduled for Work on Holiday

If scheduled for work, employees must work a full day before and a full day after in order to receive holiday pay. In the event of extenuating circumstances, and with the prior approval of the Chief of Police, or his designee, this provision shall be waived.

27.3 Paid Holidays

Each employee shall be granted the following paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Veterans Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Election Day
Memorial Day	Thanksgiving day
Independence Day	Christmas Day

** Christmas Eve (for employees who work the 3:00 p.m. to 11:00 p.m. shift only, with no T.O.H.)

27.4 Rate of Pay for Holidays Worked

An employee who works on a holiday specified in Section 27.3 shall be paid a rate of one and one half (1 ½) times his regular rate of pay for that day, and will thereafter be given a compensatory day off also (except those employees who work the 3:00 p.m. to 11:00 p.m. shift on Christmas Eve who shall not receive a compensatory day). An employee who is not scheduled to work on any one of the above holidays shall receive a compensatory day off only. For the purpose of receiving

holiday pay, employees who work the 11:00 p.m. to 7:00 a.m. shift prior to the holiday shall receive the holiday pay, while those employees who start work at 11:00 p.m. on the day of the holiday, shall not receive holiday pay.

27.5 Reimbursement for Compensatory Days

As of June 1 each year, the employee must notify the Chief of Police in writing whether he/she elects to sell back any or all of the compensatory days earned for holidays worked. Employees choosing to sell back these days will receive a separate check the first pay period in December at straight time.

ARTICLE 28

EXTRA DUTY COMPENSATION

28.1 An employee who is required to work extra duty on his time off or while on vacation for special events or court, jury, motor vehicle hearings, or trials, will receive compensation at a rate of pay one and one-half (1 ½) times his regular rate of pay. The minimum amount to be received for such extra duty will be four (4) hours. A minimum of two (2) hours pay shall be made to employees held over after completing their regular tour, or when placed on alert standby duty.

28.2 For the purposes of attendance at Court and hearings, there shall only be one guaranteed four hour call-back in a four hour period. (For example, an employee who is called to court at noon, released and called back at 2:00 p.m., shall be entitled to only one four hour call-back).

28.3 All employees may be required, at the discretion of the Chief of Police, to attend one (1) two-hour call-in per month for training purposes. Such call-in shall be contiguous to one's shift, that is

either at the beginning or end thereof. In the event of such call-in, the employee will be paid the appropriate rate.

ARTICLE 29

EXTRA COMPENSATION AND EXPENSE REIMBURSEMENT

29.1 Termination

Upon termination, an employee shall be paid for all earned but deferred benefits such as wages, overtime pay, holidays, special days pay and unused vacation time.

29.2 Retirement or Death Option

If found to be legal the City will provide effective April 1, 1977, a retiring employee, or their designated beneficiary(s) in the event of death, with an option of receiving all pay due for sick leave, vacations, or overtime in a lump sum upon retirement, or have that sum due paid over a two or three year period.

29.3 Time of Payment

Every reasonable effort shall be made by the City to pay extra compensation and expense reimbursement to employees by the pay period following the service rendered.

29.4 Pay Periods

Letter of Intent, the City of Oswego shall attach to the contract a letter of intent that states when 53 pay periods occur during a given calendar year, the City agrees to pay 53 pay periods.

ARTICLE 30

DIRECT COMPENSATION

30.1 Salary Schedule

Effective on and retroactive to January 1, 2003, the 2002 base salary schedule shall be increased by 2%, said retroactivity to be paid by separate check no earlier than (nor later than) January 2006.

Effective on and retroactive to January 1, 2004, the 2003 base salary schedule shall be increased by 2%.

Effective on and retroactive to January 1, 2005, the 2004 base salary schedule will be increased by 2.0%.

Effective on January 1, 2006, the 2005 base salary schedule will be increased by 3.0%.

30.2 Rank Differential

The rank differential for detectives, sergeants, lieutenants is as set forth in the salary schedules.

30.3 Compensatory Time

Police officers may accrue compensatory time, up to a maximum of sixty (60) hours, at the employee's discretion, in lieu of overtime pay. Once the compensatory time has been approved by the Chief, it may not be rescinded. All compensatory time must be rescheduled by November 1st and used by the first pay period in December of each year. Unused compensatory time shall be paid at the appropriate wage rate.

30.4 Police Academy Overtime

Recruits attending the Police Academy will not receive overtime pay for traveling to and from the Police Academy.

30.5 Shift Differential

Effective January 1, 2002, employees who work between the hours of 3:00 PM and 11:00 PM shall receive a shift differential of fifty (\$0.50) cents per hour. Employees who work between the hours of 11:00 PM and 7:00 AM shall receive a shift differential of seventy-five (\$0.75) cents per hour.

ARTICLE 31

NOTIFICATION OF CITY LEGISLATION

31.1 The City will notify LCPC of any City legislation introduced prior to its proposal if such legislation may affect working conditions or benefits of the Department.

ARTICLE 32

CONCLUSION OF COLLECTIVE NEGOTIATIONS

32.1 This Agreement is the entire Agreement between the City and LCPC, terminates all prior Agreements, and concludes all collective negotiations during its term, except that the parties may, by mutual agreement reduced to writing, modify, delete or in any other way add to the provisions of this Agreement during its term. During the term of this Agreement, however, neither party will unilaterally seek to modify its terms through legislation.

ARTICLE 33

SAVINGS CLAUSE

33.1 In the event that any article, section, or portion of this Agreement is found to be in conflict with applicable law or regulation, then such specific article, section or portion shall be of no force

and effect, but the remainder of this Agreement shall continue in full force and effect. In such an event, either party shall have the right to immediately reopen negotiations with respect to the article, section or portion of this Agreement involved.

ARTICLE 34

MANAGEMENT RIGHTS

34.1 Management Rights

It is recognized that the management of the department, the control of its property, and the maintenance of order and efficiency, is solely a responsibility of the City. Accordingly, the City retains the rights, including but not limited to the right to select and direct the working forces, including the right to hire, suspend or discharge for just cause, assign, promote or transfer, according to rules and regulations of Civil Service, to determine the amount of overtime to be worked, decide the number and locale of its facilities, stations, etc., determine the work to be performed within the Department, within the job titles, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with the selection, procurement, design, engineering and the control of equipment and materials, purchase services of others, contract or otherwise, except as they may be otherwise specifically limited in this Agreement, and to make reasonable and binding rules which shall not be inconsistent with this Agreement.

34.2 Civilian Dispatchers

Effective January 1, 1996, the City may hire Public Safety Clerks to work for the Police Department. No police officer position shall be eliminated by the hiring of such Public Safety Clerks.

ARTICLE 35

DRUG TESTING

35.1 A member of the bargaining unit may be required to submit to a drug test based upon individualized reasonable suspicion.

ARTICLE 36

PROMOTIONAL EXAMS

36.1 Effective January 1, 1991, seniority credit for civil service promotional examinations shall be 2/10 of a point for each year of service.

ARTICLE 37

LATERAL TRANSFERS

37.1 For the purpose of wages, police officers who transfer into the Oswego Police Department from another police agency shall be credited with one (1) year of service with the Oswego Police Department for every two (2) full years of service served as a police officer with the other jurisdiction. Said police officers shall be placed at the appropriate step of the salary schedule, not to exceed the fifth step.

37.2 With respect to other benefits contained in the Collective Bargaining Agreement which are based upon years of service, police officers who transfer into the Oswego Police Department shall receive said benefits as a new hire.

37.3 Police officers who transfer into the Oswego Police Department shall be placed at the end of the appropriate seniority lists.

37.4 All other terms and conditions of employment as set forth in the Collective Bargaining Agreement between the City of Oswego and the Lake City Police Club shall apply to police officers who transfer into the Oswego Police Department.

ARTICLE 38

LEGISLATIVE ACTION

37.1 It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore shall not become effective until the appropriate legislative body has given approval.

ARTICLE 39

COPIES OF THE AGREEMENT

38.1 Within three (3) weeks after the execution of this Agreement, the City shall print the said agreement in sufficient numbers for distribution to all employees.

ARTICLE 40

DURATION

39.1 This Agreement shall be retro-active from January 1, 2003 through December 31, 2006, and from year to year thereafter unless either party to this Agreement notifies the other party at least 60 days prior to the expiration date hereof any annual renewal thereof, of their intention to amend or modify this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives on November 30, 2005.

THE CITY OF OSWEGO

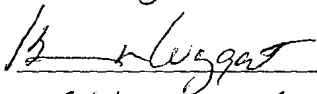
By: 

Hon. William G. Dunsmoor

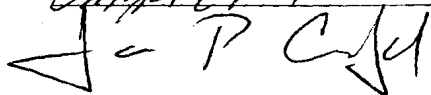
LAKE CITY POLICE CLUB











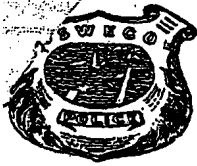
CITY OF OSWEGO LCPC WAGE SCHEDULE

2002	BASE	1 YR	2 YRS	3 YRS	4 YRS	5 YRS	10 YRS	15 YRS	17 YRS	20 YRS	23 YRS
POLICE OFFICER	\$30,443	\$ 37,302	\$ 38,456	\$ 39,581	\$ 40,722	\$ 41,871	\$ 43,042	\$ 44,212	\$ 45,300	\$ 46,473	\$ 47,425
DETECTIVE	\$47,009						\$ 48,179	\$ 49,350	\$ 50,437	\$ 51,606	\$ 52,557
SERGEANT	\$47,327						\$ 48,494	\$ 49,666	\$ 50,755	\$ 51,926	\$ 52,880
LIEUTENANT	\$49,784						\$ 50,950	\$ 52,122	\$ 53,211	\$ 54,385	\$ 55,334
2003	BASE	1 YR	2 YRS	3 YRS	4 YRS	5 YRS	10 YRS	15 YRS	17 YRS	20 YRS	23 YRS
POLICE OFFICER	\$31,052	\$ 38,048	\$ 39,225	\$ 40,373	\$ 41,536	\$ 42,708	\$ 43,903	\$ 45,096	\$ 46,206	\$ 47,402	\$ 48,374
DETECTIVE	\$47,949						\$ 49,143	\$ 50,337	\$ 51,446	\$ 52,638	\$ 53,608
SERGEANT	\$48,274						\$ 49,464	\$ 50,659	\$ 51,770	\$ 52,965	\$ 53,938
LIEUTENANT	\$50,780						\$ 51,969	\$ 53,164	\$ 54,275	\$ 55,473	\$ 56,441
2004	BASE	1 YR	2 YRS	3 YRS	4 YRS	5 YRS	10 YRS	15 YRS	17 YRS	20 YRS	23 YRS
POLICE OFFICER	\$31,673	\$ 38,809	\$ 40,010	\$ 41,180	\$ 42,367	\$ 43,563	\$ 44,781	\$ 45,998	\$ 47,130	\$ 48,351	\$ 49,341
DETECTIVE	\$48,908						\$ 50,125	\$ 51,344	\$ 52,475	\$ 53,691	\$ 54,680
SERGEANT	\$49,239						\$ 50,453	\$ 51,673	\$ 52,806	\$ 54,024	\$ 55,016
LIEUTENANT	\$51,795						\$ 53,008	\$ 54,228	\$ 55,361	\$ 56,582	\$ 57,569
2005	BASE	1 YR	2 YRS	3 YRS	4 YRS	5 YRS	8 YRS	10 YRS	15 YRS	17 YRS	20 YRS
POLICE OFFICER	\$32,306	\$ 39,585	\$ 40,810	\$ 42,004	\$ 43,215	\$ 44,434	\$ 45,677	\$ 46,918	\$ 48,073	\$ 49,318	\$ 50,328
DETECTIVE	\$49,886						\$ 51,128	\$ 52,371	\$ 53,524	\$ 54,765	\$ 55,774
SERGEANT	\$50,224						\$ 51,462	\$ 52,706	\$ 53,862	\$ 55,104	\$ 56,117
LIEUTENANT	\$52,831						\$ 54,069	\$ 55,312	\$ 56,468	\$ 57,714	\$ 58,721
2006	BASE	1 YR	2 YRS	3 YRS	4 YRS	5 YRS	8 YRS	10 YRS	12 YRS	16 YRS	18 YRS
POLICE OFFICER	\$33,276	\$ 40,773	\$ 42,034	\$ 43,264	\$ 44,511	\$ 45,767	\$ 47,047	\$ 48,326	\$ 49,515	\$ 50,797	\$ 51,838
DETECTIVE	\$51,383						\$ 52,662	\$ 53,942	\$ 55,130	\$ 56,408	\$ 57,447
SERGEANT	\$51,731						\$ 53,006	\$ 54,287	\$ 55,477	\$ 56,757	\$ 57,800
LIEUTENANT	\$54,416						\$ 55,691	\$ 56,972	\$ 58,162	\$ 59,445	\$ 60,483

2004 Oswego City Police Department Schedule

(effective 5/23/2004)

[illegible]



Lake City Police Club

Organized in 1936

OSWEGO, NEW YORK 13126

December 24, 2001

Letter of intent

JAN 24 2002

The City of Oswego and the Lake City Police Club will use an annual permanent/rotating schedule that shall remain and shall be a part of the collective bargaining agreement until otherwise negotiated. The shifts will be 7a - 3p, 3p - 11p and 11p - 7a for patrol officers, and 630a - 230p, 230p - 1030p and 1030p - 630a for patrol supervisors, each will work a 4-2 schedule with the 11p - 7a shift the first shift of the day. Personnel assigned outside patrol division will receive an additional month day quarterly. The shift picked by seniority will be for a year at a time and bid on a yearly basis.

All shifts will use the same number of patrol division personnel, with the 7a - 3p shift, and 3p - 11p shifts falling below by one person if odd number of personnel is working shift assignments. All shifts will be picked by seniority and if the shift is short personnel after going through seniority, the person with the least seniority will be assigned to that shift.

The chief maintains the right of assignment under 34.1 of the agreement between the Lake City Police Club and the City of Oswego. Officers being assigned to patrol from injury or from a detail will retain their seniority rights for shift selection. Seniority will be based on continuous time of employment within police title within the Oswego Police Department.

The Lake City Police Club will agree to accept the Performance Appraisal System as proposed by the Chief of Police and agreed to by the Lake City Police Club prior to its implementation, with regard to policy, procedure, and forms with such Performance Appraisal System carrying on annually until changed or terminated by agreement of the parties.

City of Oswego

By 
John J. Gosek, Mayor

Lake City Police Club

By 
Sgt Michael J. Martin, President

APPENDIX E

LETTER OF INTENT

Pay Periods:

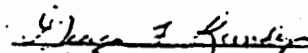
When fifty three (53) pay periods occur during a given calendar year, the City agrees to pay fifty three (53) pay periods. In the case of Premium pay, (Holiday-Overtime Pay), the formula used to determine the hourly rate of pay shall be fifty two (52) weeks divided by forty (40) hours for the proper hourly rate.

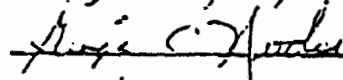


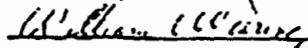
THE CITY OF OSWEGO, NEW YORK

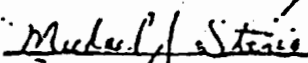
January 22, 1988

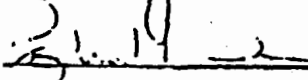
LAKE CITY POLICE CLUB

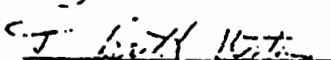














The City of Oswego

Oswego, New York 13125

JOHN T. SULLIVAN, JR.
MAYOR

(315) 342-5600
Ext. 48

MEMORANDUM

TO: Lake City Police Club
FROM: John T. Sullivan, Jr., Mayor
RE: Letter of Intent

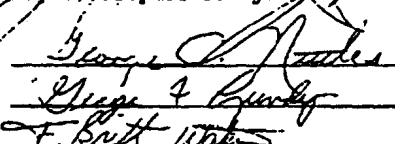
In the 1988 calendar year, the City of Oswego will form a task force to determine the best possible health care program, from both an employee benefit perspective and cost-effective standpoint to the City, for all City employees. The Lake City Police Club will have a representative of their choice serve on this task force.

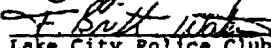
The findings of this group will be implemented prior to the 1989 Lake City Police Club contract. It is the intent that the new medical coverage will meet or exceed the present Blue Select coverage proposal.

Dated: February 12, 1988



Mayor, City of Oswego



George J. Pendergast


F. Brett Smith
Lake City Police Club